



MEDICAL BOARD OF CALIFORNIA

Protecting consumers by advancing high quality, safe medical care.

Enforcement Program

2005 Evergreen Street, Suite 1200
Sacramento, CA 95815-5401
Phone: (916) 263-2525
Fax: (916) 263-2473
www.mbc.ca.gov

Gavin Newsom, Governor, State of California | Business, Consumer Services and Housing Agency | Department of Consumer Affairs

April 29, 2019

Luke St. John Cesaretti, M.D.
2904 Coast Line Ct.
Las Vegas, NV 89117-3524

RE: Physician's and Surgeon's Certificate No. G 66795
Case No. 800-2019-051593

Public Letter of Reprimand

On November 30, 2018, you entered into a Settlement Agreement with the Board of Medical Examiners of the State of Nevada whereby you were issued a Public Letter of Reprimand with terms and conditions for failing to document a high signal mass as shown on patient's MRI. A copy of the Board of Medical Examiners of the State of Nevada's Settlement Agreement is attached as Exhibit A.

These actions constitute a violation of California Business and Professions Code sections 141(a), 2234 and 2305.

Pursuant to the authority of the California Business and Professions Code section 2233, you are hereby issued this Public Letter of Reprimand by the Medical Board of California.


Kimberly Kirchmeyer
Executive Director

Exhibit A

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**BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA**

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**In the Matter of Charges and
Complaint Against
LUKE ST. JOHN CESARETTI, M.D.,
Respondent.**

Case No. 18-7235-1

FILED

DEC - 3 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

SETTLEMENT AGREEMENT

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board) by and through Robert Kilroy, Esq., General Counsel for the Board and attorney for the IC, and Luke St. John Cesaretti, M.D. (Respondent), a licensed Physician in Nevada, assisted by his attorney, Shirley Blazich, Esq., of the law firm of Alverson, Taylor & Sanders, hereby enter into this Settlement Agreement (Agreement) based on the following:²

A. Background

1. Respondent is a medical doctor currently licensed (License No. 6238) in active status by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since June 8, 1991.

2. On July 31, 2018, in Case No. 18-7235-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges: Count I, one violation of NRS 630.301(4) (Malpractice) and Count II, one violation of NRS 630.3062(1)³ (Failure to Maintain Complete Medical Records). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

¹ At the time of this formal complaint was authorized to file, the IC was composed of Board members Rachakonda D. Prabhu M.D., Chairman, Victor M. Muro, and Ms. Sandy Peltyn, public member.

² All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or federal court proceeding, or any credentialing or privileges matter.

³ Statute is now codified as NRS 630.3062(1)(a).

3. Respondent was properly served with a copy of this Complaint, has reviewed and understands this Complaint, and has had the opportunity to consult with competent counsel concerning the nature and significance of this Complaint.

4. Respondent is hereby advised of his rights regarding this administrative matter, and of his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has certain rights in this administrative matter as set out by the United States Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS Chapter 233B. These rights include the right to a formal hearing on the allegations in the Complaint, the right to representation by counsel, at his own expense, in the preparation and presentation of his defense, the right to confront and cross-examine the witnesses and evidence against him, the right to written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

5. Respondent understands that, under the Board's charge to protect the public by regulating the practice of medicine, the Board may take disciplinary action against Respondent's license, including license probation, license suspension, license revocation and imposition of administrative fines, as well as any other reasonable requirement or limitation, if the Board concludes that Respondent violated one or more provisions of the Medical Practice Act.

6. Respondent understands and agrees that this Agreement, by and between Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the Board for consideration in open session at a duly noticed and scheduled meeting. Respondent understands that the IC shall advocate for the Board's approval of this Agreement, but that the Board has the right to decide in its own discretion whether or not to approve this Agreement. Respondent further understands and agrees that if the Board approves this Agreement, then the terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

B. Terms & Conditions

NOW, THEREFORE, in order to resolve the matters addressed herein, i.e., the matters with regard to the Complaint, Respondent and the IC hereby agree to the following terms and

1 conditions:

2 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a
3 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set
4 forth in the Medical Practice Act.

5 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
6 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
7 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
8 matter materially changes prior to entering into this Agreement and for the duration of this
9 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
10 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
11 have a full consultation with and upon the advice of legal counsel.

12 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
13 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
14 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
15 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
16 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
17 may apply to him in connection with the administrative proceedings resulting from the Complaint
18 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
19 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
20 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
21 Agreement, without a hearing or any further proceedings and without the right to judicial review.

22 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges
23 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
24 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent
25 is not admitting that the Board's claims/counts as alleged in the Complaint have merit and
26 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
27 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
28 evidence, witnesses, expert witness (es) and defenses to the counts/claims alleged in the

1 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
2 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
3 effectuate this Agreement.

4 5. Consent to Entry of Order. In order to resolve this Complaint pending against
5 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
6 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
7 the following terms and conditions are hereby agreed upon:

8 A. Respondent admits to one (1) allegation of violating NRS 630.3062(1)⁴ (medical
9 records).

10 B. Respondent will pay the costs and expenses incurred in the investigation and
11 prosecution of the above-referenced matter within sixty (60) days of the Board's
12 acceptance, adoption and approval of this Agreement, the current amount being \$3,750.00,
13 not including any costs that may be necessary to finalize this Agreement.

14 C. Respondent shall take three (3) hours of continuing medical education (CME) related
15 to electronic medical records within six (6) months from the date of the Board's acceptance,
16 adoption and approval of this Agreement. The aforementioned hours of CME shall be in
17 addition to any CME requirements that are regularly imposed upon Respondent as a
18 condition of licensure in the State of Nevada and shall be approved by the Board prior to
19 their completion.

20 D. This Agreement shall be reported to the appropriate entities and parties as required
21 by law, including, but not limited to, the National Practitioner Data Bank.

22 E. Respondent shall receive a Public Letter of Reprimand.

23 F. Count I shall be dismissed with prejudice.

24 6. Release From Liability. In execution of this Agreement, Respondent understands
25 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
26 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
27 are immune from civil liability for any decision or action taken in good faith in response to
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⁴ Statute is now codified as NRS 630.3062(1)(a).

1 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
2 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
3 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
4 causes of action, suits, debts, judgments, executions, claims and demands whatsoever. known and
5 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
6 any or all of the persons, government agencies or entities named in this paragraph arising out of,
7 or by reason of, this investigation, this Agreement or the administration of the case referenced
8 herein.

9 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
10 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
11 resolution of the Complaint. In the course of seeking Board acceptance, approval and adoption of
12 this Agreement, counsel for the IC may communicate directly with the Board staff and the
13 adjudicating members of the Board.

14 Respondent acknowledges that such contacts and communications may be made or
15 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
16 meeting where the Agreement is discussed, and that such contacts and communications may
17 include, but not be limited to, matters concerning this Agreement, the Complaint and any and all
18 information of every nature whatsoever related to this matter. The IC and its counsel agree that
19 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,
20 respond to any questions that may be addressed to the IC or the IC's counsel.

21 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,
22 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
23 an order of the Board.

24 9. Effect of Rejection of Agreement by Board. In the event the Board does not
25 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
26 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
27 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
28 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this

1 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
2 this Complaint and from participating in disciplinary proceedings against Respondent, including
3 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
4 such member absent evidence of bad faith.

5 10. Binding Effect. If approved by the Board, Respondent understands that this
6 Agreement is a binding and enforceable contract upon Respondent and the Board.

7 11. Forum Selection Clause. The parties agree that in the event either party is required
8 to seek enforcement of this Agreement in district court, the parties consent to such jurisdiction and
9 agree that exclusive jurisdiction shall be in the Second Judicial District Court, State of Nevada,
10 Washoe County.

11 12. Attorneys' Fees and Costs. The parties agree that in the event an action is
12 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
13 be entitled to recover reasonable attorneys' fees and costs.

14 13. Failure to Comply with Terms. Should Respondent fail to comply with any term or
15 condition of this Agreement once the Agreement has been accepted, approved and adopted by the
16 Board, the IC shall be authorized to immediately suspend Respondent's license to practice
17 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
18 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
19 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
20 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to civil collection efforts.

Dated this 22 day of October, 2018.

By: [Signature]
Robert Kilroy, Esq.
Attorney for the Investigative Committee

Dated this 19 day of October, 2018.

By: [Signature]
Shirley Blazich, Esq.
Attorney for the Respondent

UNDERSTOOD AND AGREED:

[Signature]
Luke Saint John Cesaretti, M.D., Respondent

Dated this 10/19/18 day of October, 2018.

STATE OF NEVADA
BOARD OF MEDICAL EXAMINERS
I certify, as Official Custodian of the records, that this document is a true and correct copy of the original on file in this office.

Signed: [Signature]
Executive Director

Date: 2/11/19

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 895521
(775) 688-2559

1 IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted
2 by the Nevada State Board of Medical Examiners on the 30th day of November, 2018, with the
3 final total amount of costs due of \$3,750.00.

D. Prabhu Rachakonda
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5 Rachakonda D. Prabhu, M.D., President
6 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and

Case No. 18-7235-1

Complaint Against

LUKE ST. JOHN CESARETTI, M.D.,

Respondent.

FILED

JUL 31 2018

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: _____

COMPLAINT

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board) hereby issues this formal Complaint (Complaint) against Luke St. John Cesaretti, M.D. (Respondent), a physician licensed in Nevada. After investigating this matter, the IC has a reasonable basis to believe that Respondent has violated provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical Practice Act). The IC alleges the following facts:

1. Respondent is licensed in Nevada in active status (License No. 6238) and was licensed by the Board on June 8, 1991.

2. Patient A was a forty-eight (48)-year-old female at the time of the incidents in question. Her true identity is not disclosed in this Complaint to protect her identity, but her identity is disclosed in the Patient Designation contemporaneously served on Respondent with this Complaint.

3. On or about October 18, 2012, Patient A presented for an MRI of the thoracic spine. Respondent examined the MRI, but failed to identify an existence of a high signal mass in this patient's chest and subsequently failed to indicate this mass in her health care records. This aforementioned mass in Patient A's chest was shown on the sagittal images of the MRI.

4. On September 30, 2014, Patient A was deceased.

¹ At the time of this formal complaint was authorized to file, the IC was composed of Board members Rachakonda D. Prabhu, M.D., Chairman, Victor M. Muro, M.D. and Ms. Sandy Peltyn, public member.

COUNT I

NRS 630.301(4) (Malpractice)

5. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

6. NRS 630.301(4) provides that malpractice of a physician is grounds for initiating disciplinary action against a licensee.

7. NAC 630.040 defines malpractice as the failure of a physician, in treating a patient, to use the reasonable care, skill, or knowledge ordinarily used under similar circumstances.

8. As demonstrated by, but not limited to, the above-outlined facts, Respondent failed to use the reasonable care, skill or knowledge ordinarily used under similar circumstances when he failed to identify the mass in Patient A's chest, which was on the sagittal images of the MRI.

9. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

COUNT II

NRS 630.3062(1) (Failure to Maintain Complete Medical Records)

1. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

2. NRS 630.3062(1) provides that the failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care of a patient is grounds for initiating discipline against a licensee.

3. Respondent failed to maintain complete medical records relating to the diagnosis, treatment and care of Patient A, by failing to document the high signal mass as shown on Patient A's MRI.

4. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

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1 **WHEREFORE**, the Investigative Committee prays:

2 1. That the Board give Respondent notice of the charges herein against him and give
3 him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2)
4 within twenty (20) days of service of the Complaint;

5 2. That the Board set a time and place for a formal hearing after holding an
6 Early Case Conference pursuant to NRS 630.339(3);

7 3. That the Board determine the sanctions it will impose if it finds Respondent
8 violated the Medical Practice Act;

9 4. That the Board make, issue and serve on Respondent, in writing, its findings of
10 fact, conclusions of law and order, which shall include the sanctions imposed; and

11 5. That the Board take such other and further action as may be just and proper in these
12 premises.

13 Dated this 30 day of July, 2018.

14 INVESTIGATIVE COMMITTEE OF THE
15 NEVADA STATE BOARD OF MEDICAL EXAMINERS

16 By: 
17 Robert Kilroy, Esq., General Counsel
18 Attorney for the Investigative Committee

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21 STATE OF NEVADA
22 BOARD OF MEDICAL EXAMINERS

23 I certify, as Official Custodian of the records, that this
24 document is a true and correct copy of the original on
25 file in this office.

26 Signed: 
27 Executive Director

28 Date: 2/11/19

VERIFICATION

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

Rachakonda D. Prabhu M.D., hereby deposes and states under penalty of perjury under the laws of the state of Nevada that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the foregoing Complaint against the Respondent herein; that he has read the foregoing Complaint; and based upon information discovered during the course of the investigation into a complaint against Respondent, he believes the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

Dated this 31st day of July, 2018.

D. Prabhu Rachakonda
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Rachakonda D. Prabhu, M.D.
Chairman, Investigative Committee
Nevada State Board of Medical Examiners

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559